

REMARKS

Specification

Paragraph 2 on Page 41 has been amended to correct a typographical error.

Claim Rejections – 35 USC § 112

Claim 3 has been amended to recite "an optimal negotiation profile" to overcome the lack of antecedent basis. The term control has also been deleted from the phrase "control means" in Claims .

Claim Rejections – 35 USC § 102

Applicants submit that Snelgrove does not disclose the use of negotiation profiles, nor "means responsive to the commercial situation or state of the party to select the optimal negotiation profile appropriate to that situation or state". Rather, Snelgrove only discloses agents which "are customized to their respective users" (Paragraph [0096] Page 7).

In the present invention "the negotiation profile contains an encoding of the negotiation characteristics and requirements and the level of authority in which the agent has to operate within a given Reverse Auction" (emphasis added) (Page 42 lines 20 to 23). "The details contained in a given profile determine the character of the agent and hence how the given agent will act in a given negotiation/auction" (Page 43 lines 18 to 20).

All that is disclosed in Snelgrove is that the user agent may "determine resources and preferences of user interface" as described with respect to Figure 9 in paragraphs [0118] and [0119] of Page 8. These resources and preferences are used in negotiations. Nowhere, does Snelgrove describe or even suggest having multiple sets of preferences for different situations.

In the present invention, by having multiple negotiation profiles and selecting the most appropriate profile for the negotiation, for example, if a high profit margin is required then a "hard negotiator" may be selected by the means. Additionally, certain profiles may allow the user to determine whether the agent is able to conclude the negotiation with an acceptance, or requires an email or other indication from the user that the negotiated contract is acceptable.

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It should be noted that the negotiation manager in Snelgrove is not the equivalent to the negotiation engine of the present invention as alleged by the Examiner in paragraph 2 of the Office Action. The negotiation manager in Snelgrove acts to identify the agents participating in the negotiation, implement negotiation discipline and execute a contract formed by a successful negotiation. It takes no active part in the negotiation. In contrast the negotiation engine in the present invention is a component with the ability to generate bids and counterbids.

For these reasons, Applicants submit that Claim 2 is new and non-obvious in view of Snelgrove.

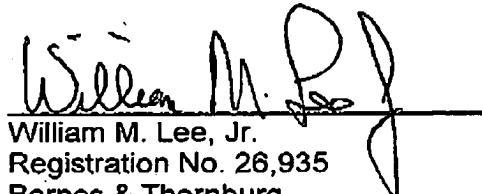
Claims 3, 5, 10 and 12 also recite "means responsive to the commercial situation or state of the party to select the optimal negotiation profile appropriate to that situation or state" and, therefore, Applicants submit that these Claims are also new and non-obvious in view of Snelgrove.

Claims 6 to 9, 13 to 26 are submitted to be new and non-obvious, at least by virtue of their dependencies.

Given the above, it is submitted that this application is in condition for allowance, and such action is solicited.

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Respectfully submitted,



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